mediate supervision and direction of the city engineer, he was also held an independent contractor. *Norwalk Gas Light Co.* v. *Norwalk, supra; Foster* v. *City of Chicago,* 197 Ill. 264, 64 N. E. 322. It is difficult to reconcile these cases with the decision that a contractor, who, under a contract with a city, was to improve the streets, the work to be done under the direction of the city commissioner, was a mere servant of the city. *City of St. Paul* v. *Seitz,* 3 Minn. 297, 74 Am. Dec. 753. So, a contractor has been held to be a servant when his agreement provided that an engineer of the employer should supervise and direct the work to be done, and that it should be done to his satisfaction. *New Orleans, etc.* v. *Hanning,* 15 Wall. 649. And where a contractor agrees to perform all the work under the immediate supervision and direction of the commissioner of public work of a city, and to his entire approval, satisfaction, and acceptance, he is held to be a servant of the city. *City of Chicago* v. *Murdock,* 212 Ill. 9, 72 N. E. 46, 103 Am. St. Rep. 221. In the latter case however the decision seems to have been based on the ground that the work being done was inherently dangerous and for that reason the city was liable.

The apparent confusion in the cases is due to the difficulties experienced in determining when the power of the employer in controlling the result of the work is of sufficient extent to affect the means. The employee, to be an independent contractor, must have the right to control the method and means of performance. The modern tendency of the cases is in this direction. And in general the rule may be stated that where a reasonable construction of the contract shows a right in the city to control the means and methods of performing the contract, the city will be held liable for the contractor's act.

PARENT AND CHILD—EMANCIPATION—CLAIMS OF CREDITORS.—A mother allowed her minor daughter to work and earn money on her own account. The parent then conveyed property to the child upon the consideration of lifetime support by the child. The conveyance was attacked by creditors of the mother on the ground that the minor's services were owed to the parent and could not, therefore, constitute a consideration for the transfer. The defense was that the child was emancipated and hence, the contract for the support was a valid consideration. *Held,* the child is emancipated and the transfer is valid. *Merithew* v. *Ellis* (Me.), 102 Atl. 301.

The rule is generally stated that a father can expressly emancipate his minor child. *Bristow* v. *Chicago, etc., R. Co.,* 128 Ia. 479, 104 N. W. 487. Emancipation may also result through implication, as where the father assents to the child's earning money from third persons and to the child's investment of the money. *Jacobs* v. *Jacobs,* 130 Ia. 10, 104 N. W. 489. So also, where the son remained away from the parental roof earning and spending his salary, he was emancipated. *Holland* v. *Hartley,* 171 N. C. 376, 88 S. E. 507. Where the father contracted to pay the minor for services rendered to the father he has thereby impliedly emancipated the child. *Wilson* v. *McMillan,* 62 Ga. 16, 35 Am. Rep. 115. But where the child lives with his parents, paying board to them, his emancipation is not absolute, even though he keeps his own earnings.

Lufkin v. *Harvey*, 131 Minn. 238, 154 N. W. 1097, L. R. A. 1916B, 1111. In these cases the burden of proof is on the father claiming immunity because of the emancipation. *Wallace* v. *Cox*, 136 Tenn. 69, 188 S. W. 611.

When the child attains his majority he is prima facie presumed to be emancipated. *Town of Poultney* v. *Glover*, 23 Vt. 328. And where the emancipation is by express contract either before or after majority, the contract is valid and irrevocable. *Weese* v. *Yokum*, 62 W. Va. 550, 59 S. E. 514; *Morse* v. *Welton*, 6 Conn. 547, 16 Am. Dec. 73. An attempted revocation of the emancipation which would defeat contract rights of the infant with third persons was not allowed. *Smith* v. *Gilbert*, 80 Ark. 525, 98 S. W. 115, 8 L. R. A. (N. S.) 1098. But see *Hood & Johnson* v. *Pelham, etc., Co.*, 5 Ala. App. 471, 59 South. 767.

The marriage of a minor daughter, although without the consent of the parent, operates as an emancipation. This rule is based on the ground of public policy; for to deny it would cause a conflict between the duties owed to her husband and those owed to her parents. *Aldrich* v. *Bennet*, 63 N. H. 451, 56 Am. Rep. 529. The same rule as to emancipation applies when an infant son marries with the consent of his parents. But when the consent of the parent is not obtained there is conflict as to whether or not the child is emancipated. Some cases hold that there is no emancipation. *White* v. *Henry*, 24 Me. 531; *Austin* v. *Austin*, 167 Mich. 206, 132 N. W. 495. The preferable view seems to be that a minor son's marriage emancipates him to an extent necessary for the support of his family. *Commonwealth* v. *Graham*, 157 Mass. 73; *Vanatta* v. *Carr*, 229 Ill. 27, 82 N. E. 267.

PARTNERSHIP—EXISTENCE OF RELATION—LIABILITY FOR WRONGFUL ACTS.—A., B. and C. entered into an agreement whereby A. was to contribute a certain tract of timber and a right of way to the timber; B. was to construct a railroad over this right of way and was to furnish railroad and milling equipment to saw the timber; C. was to cut and haul the timber to the mill. A., who owned the timber was to pay B. and C. a certain sum for their services and the use of their equipment. It was expressly provided that C., in cutting the timber, was to be an independent contractor, so that A. and B. should not be liable for his acts. C. in negligently operating the railroad burned the plaintiff's timber. A., B. and C. were sued as a partnership. *Held*, they are liable. *Davis* v. *Lumber Co.* (Ind.), 118 N. E. 371.

Partnerships may be classified as true partnerships and partnerships by estoppel. In the first case the parties have expressly contracted to form a partnership between themselves, but in the second, they are constituted a partnership as to third persons only because they have held themselves out as such. *Thompson* v. *Toledo Nat. Bank*, 111 U. S. 530. It is obvious that the partnership in the first case is dependent upon the express contract. In the latter the rule is sometimes stated that where the parties share profits they are regarded as partners, although no partnership existed or was contemplated between themselves. *Grace* v. *Smith*, 2 Wm. Blackstone 998; *Waugh* v. *Carver*, 2 H. Blackstone 235; *Wessels* v. *Weiss*, 166 Pa. St. 490, 31 Atl. 247. But shar-